UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

07-60399

Spirit Airlines, Inc.,

Plaintiff,

vs.

24/7 Real Media, Inc., Advertising.com, Inc., America Online, Inc. dba AOL, Burst Media Corporation, Carrollton Bank, CheapFlights (USA), Inc., Echo Target, Inc., Hotwire, Inc., Intercept Interactive, Inc., Priceline.com, LLC, Rackspace, Ltd., Shermans Travel, Inc., SideStep, Inc., Smarter Living, Inc., SpecificMedia, Inc., Travel Marketing Group, Inc., TravelZoo, Inc., Tribal Fusion, Inc., TripAdvisor LLC, Valueclick, Inc., The Weather Channel Interactive, Inc., and all other persons or entities unknown claiming any right, title, or interest to the funds described in the Complaint herein,

Defendants.

Civil Action File No. ______

CIV-ALTONAGA

MAGISTRATE JUDGE
TURNOFF

FILED BY ____ D.C.
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CLARENCE MADDOX
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COMPLAINT FOR INTERPLEADER

Spirit Airlines, Inc. ("Spirit Airlines"), hereby files this complaint ("Complaint") of interpleader brought under the authority of the provisions of 28 U.S.C.A. § 1335 and Rule 22 of the Federal Rules of Civil Procedure. Spirit Airlines, on information and belief, respectfully states and alleges as follows:

PARTIES

1. Spirit Airlines is a corporation organized under the laws of the States of Delaware, with a principal place of business at 2800 Executive Way, in Miramar, Florida.

AF# 7675 D.R.

Dockets.Justia.com

2. Upon information and belief, Defendant 24/7 Real Media, Inc. is a corporation organized under the laws of the State of Delaware, with a principal place of business at 132 West 31st Street, 9th Floor in New York, New York 10001.

3. Upon information and belief, Defendant Advertising.com, Inc. is a corporation organized under the laws of the State of Maryland, with a principal place of business at 7 St. Paul Street, Suite 1660, in Baltimore, Maryland 21202.

4. Upon information and belief, Defendant America Online, Inc., dba AOL is a corporation organized under the laws of the State of Delaware, with a principal place of business at 22000 AOL Way in Dulles, Virginia 20166.

5. Upon information and belief, Defendant Burst Media Corporation is a corporation organized under the laws of the State of Maryland, with a principal place of business at 8 New England Executive Park in Burlington, Massachusetts 01803.

6. Upon information and belief, Defendant Carrollton Bank is a banking corporation organized under the laws of the State of Maryland, with a principal place of business at 344 North Charles Street, Suite 300, in Baltimore, Maryland 21201-4301.

7. Upon information and belief, Defendant CheapFlights (USA), Inc. is a corporation organized under the laws of the State of Delaware, with a principal place of business at 24 School Street in Boston, Massachusetts 02108.

8. Upon information and belief, Defendant Echo Target, Inc. is a corporation organized under the laws of the State of New York, with a principal place of business at 545 W. 45th Street, 7th Floor in New York, New York 10036.

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9. Upon information and belief, Defendant Hotwire, Inc. is a corporation organized under the laws of the State of Delaware, with a principal place of business at 333 Market Street, Suite 100 in San Francisco, California 94105.

10. Upon information and belief, Defendant Intercept Interactive, Inc. is a corporation organized under the laws of the State of New York, with a principal place of business at 15 East 26th Street, Suite 1903 in New York, New York 10010. Intercept Interactive, Inc. operates under the assumed name of Undertone Networks.

11. Upon information and belief, Defendant Priceline.com, LLC is a corporation organized under the laws of the State of Delaware, with a principal place of business at 545 W. 45th Street, 7th Floor in New York, New York 10036.

12. Upon information and belief, Defendant Rackspace, Ltd. is a corporation organized under the laws of the State of Texas, with a principal place of business at 9725 Datapoint Drive, Suite 100 in San Antonio, Texas 78229. Rackspace, Ltd. operates under the assumed name of Rackspace Managed Hosting.

13. Upon information and belief, Defendant Shermans Travel, Inc. is a corporation organized under the laws of the State of New York, with a principal place of business at 255 W. 36th Street, 15th Floor in New York, New York 10018.

14. Upon information and belief, Defendant SideStep, Inc. is a corporation organized under the laws of the State of Delaware, with a principal place of business at 3131 Jay Street, Suite 210 in Santa Clara, California 95054.

15. Upon information and belief, Defendant Smarter Living, Inc. is a corporation organized under the laws of the State of Massachusetts, with a principal place of business at 465 Medford Street, Suite 400 in Boston, Massachusetts 02129.

16. Upon information and belief, Defendant SpecificMedia, Inc. is a corporation organized under the laws of the State of California, with a principal place of business at 4 Park Plaza, Suite 1900 in Irvine, California 92614.

17. Upon information and belief, Defendant Travel Marketing Group, Inc. is a corporation organized under the laws of the State of Iowa, with a principal place of business at 5525 Meredith Drive, Suite C in Des Moines, Iowa 50310.

18. Upon information and belief, Defendant TravelZoo, Inc. is a corporation organized under the laws of the State of Delaware, with a principal place of business at 590 Madison Avenue, 21st Floor in New York, New York 10022.

19. Upon information and belief, Defendant Tribal Fusion, Inc. is a corporation organized under the laws of the State of California, with a principal place of business at 2087 Key Boulevard in El Cerrito, California 94530.

20. Upon information and belief, Defendant TripAdvisor LLC is a corporation organized under the laws of the State of Delaware, with a principal place of business at 464 Hillside Avenue in Needham, Massachusetts 02494.

21. Upon information and belief, Defendant Valueclick, Inc. is a corporation organized under the laws of the State of Delaware, with a principal place of business at 30699 Russell Ranch Road, Suite 250 in Westlake Village, California 91362.

22. Upon information and belief, Defendant The Weather Channel Interactive, Inc. is a corporation organized under the laws of the State of Georgia, with a principal place of business at 300 Interstate North Parkway SE, in Atlanta, Georgia 30339-2403.

JURISDICTION AND VENUE

23. This is an action for rule interpleader under Rule 22 of the Federal Rules of Civil

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Procedure, and for statutory interpleader under the Federal Interpleader Act, 28 U.S.C.A. § 1335.

24. Jurisdiction exists under the Federal Interpleader Act, 28 U.S.C.A. § 1335, because the amount in dispute exceeds the sum of $500.00, and there is diversity between plaintiff and defendant claimants.

25. Diversity jurisdiction exists under 28 U.S.C.A. § 1332, because the matter in controversy exceeds the sum of $75,000.00, and is between citizens of different states.

26. Venue in this Court is proper pursuant to 28 U.S.C.A. § 1391.

FACTS

A. Agreement Between Eisner And Spirit Airlines

27. On September 15, 2005, Spirit Airlines entered into an advertising agreement ("Agreement") with Eisner Communications, Inc. ("Eisner"). Attached as Exhibit A is a true and correct copy of the Agreement. The effective date of the Agreement is November 28, 2005. See Agreement, Article 3.1. Pursuant to the Agreement, Eisner agreed to prepare and place online advertising for Spirit Airlines, which included the management, coordination, supervision, and liaison of the account. See Agreement, Article 2.1.

28. Pursuant to the terms of the Agreement, Eisner's services to Spirit Airlines also included ordering and contracting for necessary interactive space, talent, and materials. See Agreement, Article 2.1(b).

29. Pursuant to the terms of the Agreement, Eisner agreed to render invoices to Spirit Airlines from Eisner for the charges incurred for advertising and audit and pay invoices from media and other suppliers. See Agreement, Article 2.1(f).

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30. Pursuant to the terms of the Agreement, in exchange for Eisner's advertising work, Spirit Airlines agreed to pay Eisner for:

> all reasonable costs for space, time, materials, and services which are purchased from third parties on behalf of Spirit Airlines in accordance with Spirit Airlines' authorization procedures and for which an estimate and/or media plan has been approved by a Spirit Airlines authorized representative.

See Agreement, Article 4.0.

31. Pursuant to the terms of the Agreement, Spirit Airlines received invoices only from Eisner. See Agreement, Article 2.1(f).

32. Spirit Airlines did not receive invoices from other parties, including the third parties from which Eisner purchased space, time, materials, and services.

33. Pursuant to the terms of the Agreement, Spirit Airlines was required only to pay Eisner, not any other parties, including the third parties from which Eisner purchased space, time, materials, and services. See Agreement, Article 4.0.

34. Pursuant to the terms of the Agreement, Eisner was required to pay the third parties from which Eisner purchased space, time, materials, and services. See Agreement, Article 4.0.

35. Pursuant to the terms of the Agreement, Spirit Airlines did not contract with any third parties for online advertising services.

36. On or about November 12, 2006, Eisner informed Spirit Airlines that it was closing its business operations.

B. Communications Spirit Airlines Received From Carrollton Bank And Other Defendants

37. On or about November 17, 2006, Spirit Airlines received a letter dated November 14, 2006, from Robert J. Parsons, II, attorney for Carrollton Bank ("November 17 Letter").

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Pursuant to the November 17 Letter, Carrollton Bank provided the following notice to Spirit Airlines:

> This is to advise you that the undersigned is the attorney for Carrollton Bank ("Bank"), secured creditor, in connection with the collection and liquidation of the open and payable accounts receivable of the now defunct business entity known as Eisner Communications, Inc. ("Eisner"). The Bank holds a perfected Security Interest in all of the said accounts receivable of said payee, Eisner, and has elected to pursue the collection of the same pursuant to the terms and conditions of its duly executed Security Agreement and perfected Security Interest Filing.

In the November 17 Letter, Carrollton Bank demanded that any and all prior unpaid invoices and future invoices for work performed by Eisner must be made payable to Carrollton Bank. The November 17 Letter demanded that Spirit Airlines pay to Carrollton Bank the sum of $660,697.73. Attached as Exhibit B is a true and correct copy of the November 17 Letter.

38. On or about November 20, 2006, counsel for Carrollton Bank sent a letter to Spirit Airlines enclosing copies of two commercial security agreements and Uniform Commercial Code financing statements relating to the two commercial loans owed to Carrollton Bank by Eisner ("November 20 Letter") . Attached as Exhibit C is a true and correct copy of the November 20 Letter.

39. Shortly after Eisner notified Spirit Airlines that it was closing its business operations, Spirit Airlines began receiving communications from third-party advertising vendors demanding payment of outstanding Eisner invoices. Spirit Airlines had not received communications from these parties in the past and was uncertain as to why these parties were making demands upon Spirit Airlines for obligations owed by Eisner.

40. On or about December 12, 2006, in response to the demands from third-party advertising vendors, Spirit Airlines sent a letter to these third-party advertising vendors notifying

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them of the demand by Carrollton Bank that Spirit Airlines pay all amounts owed under past and future Eisner invoices directly to Carrollton Bank ("December 12 Letter"). Attached as Exhibit D is a form of the December 12 Letter.

41. The December 12 Letter also stated that Spirit Airlines is in the process of reconciling what Eisner alleges are the accounts receivable and what Spirit Airlines' records reflect in terms of what is due and owing to Eisner. Additionally, the December 12 Letter stated that Spirit Airlines will not be making any payments to Carrollton Bank beyond the date it is determined that Eisner ceased providing services on behalf of Spirit Airlines. The December 12 Letter also informed the recipients that Spirit Airlines hired a new advertising agency, Siquis Ltd., which replaced Eisner as of November 13, 2006, and Spirit Airlines will continue making the appropriate payments to Siquis for the fees incurred in connection with the services that third-party advertising vendors provide on behalf of Spirit Airlines.

42. Spirit Airlines received communications from several third-party advertising vendors in response to its December 12 Letter. Some of the responses demanded that Spirit Airlines make payments directly to them instead of making payments to Carrollton Bank.

43. On or about December 22, 2006, Tribal Fusion, Inc. sent a letter to Spirit Airlines demanding that Spirit Airlines pay Tribal Fusion, Inc. the sum of $47,867.59 for services performed by it pursuant to the terms of an agreement between Tribal Fusion and Eisner ("December 22 Letter"). Attached as Exhibit E is a true and correct copy of the December 22 Letter. Tribal Fusion enclosed three Tribal Fusion invoices billed to Eisner Interactive in the December 22 Letter. See Exhibit E.

44. Spirit Airlines does not have a contract for online advertising services with Tribal Fusion.

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45. On or about January 11, 2007, America Online, Inc. dba AOL sent an e-mail to Spirit Airlines demanding that Spirit Airlines pay America Online, Inc. dba AOL the sum of $214,105.24 for services performed by it pursuant to the terms of an agreement between America Online, Inc. dba AOL and Eisner ("January 11 E-mail"). America Online, Inc. dba AOL attached to the January 11 E-mail a spreadsheet summarizing America Online, Inc. dba AOL invoices billed to Eisner Communications. Attached as Exhibit F is a true and correct copy of the spreadsheet.

46. Spirit Airlines does not have a contract for online advertising services with America Online, Inc. dba AOL.

47. On or about January 22, 2007, counsel for Carrollton Bank sent a letter to counsel for Spirit Airlines enclosing a statement of account and copies of invoices issued by Eisner for its account with Spirit Airlines for the period from August 2, 2006 through November 7, 2006, which alleges that Spirit Airlines owes Eisner $660,697.73 ("January 22 Letter"). Attached as Exhibit G is a true and correct copy of the January 22 Letter.

48. Counsel for Carrollton Bank has acknowledged that the amount owed by Spirit Airlines as stated in the January 22 Letter may be reduced following a reconciliation of amounts already paid by Eisner and a proration of amounts owed for the month of November 2006. In fact, in his letter dated February 9, 2007, counsel for Carrollton Bank stated that the Eisner records are incomplete and requested an invoice reconciliation from Spirit Airlines as to the total amount outstanding to Eisner. Specifically, the February 9, 2007, letter states the following:

> The Bank requests that Spirit Airlines, Inc., provide it with an invoice reconciliation so that the actual amount owed by Spirit to Eisner can be calculated and paid.

49. On or about January 24, 2007, Siquis, Ltd., the advertising company hired by

Spirit Airlines to replace Eisner, provided Spirit Airlines with a list of third-party advertiser vendors that asserted they were entitled to outstanding payments incurred by Eisner on behalf of Spirit Airlines. The third-party advertiser vendors on this list include the following: 24/7 Real Media Inc.; Advertising.com, Inc.; America Online, Inc. dba AOL; Burst Media Corporation; CheapFlights (USA), Inc.; Echo Target, Inc.; Priceline.com, LLC; Shermans Travel, Inc.; SideStep, Inc.; Smarter Living, Inc.; SpecificMedia, Inc.; TravelZoo, Inc.; TripAdvisor, LLC; Tribal Fusion, Inc.; Undertone Networks; ValueClick, Inc.; and The Weather Channel Interactive, Inc. Attached as Exhibit H is a true and correct copy of the list from Siquis, Ltd.

50. On or about January 29, 2007, Hotwire, Inc. contacted Spirit Airlines by e-mail and asserted it is owed $9,000.00 for advertising work done for Spirit Airlines at the request of Eisner as stated on an invoice to Eisner ("January 29 E-mail"). Hotwire, Inc. attached a Hotwire, Inc. invoice billed to Eisner Communications on the January 29 E-mail. Attached as Exhibit I is a true and correct copy of the Hotwire, Inc. invoice from the January 29 E-mail.

51. Spirit Airlines does not have a contract for online advertising services with Hotwire, Inc.

52. On or about February 2, 2007, counsel for Carrollton Bank sent a letter to counsel for Spirit Airlines enclosing an invoice Eisner received from Travel Marketing Group, Inc. seeking payment in the amount of $97.76 for advertising work done for Spirit Airlines at the request of Eisner ("February 2 Letter"). Attached as Exhibit J is a true and correct copy of the February 2 Letter. Enclosed with the February 2 Letter is a Travel Marketing Group, Inc. invoice billed to Eisner Interactive. See Exhibit J.

53. Spirit Airlines does not have a contract for online advertising services with Travel Marketing Group, Inc.

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54. The February 2 Letter also enclosed an invoice Eisner received from Sidestep, Inc. seeking payment in the amount of $18,426.74 for advertising work done for Spirit Airlines at the request of Eisner ("February 2 Letter"). Enclosed with the February 2 Letter is a SideStep, Inc. invoice billed to Eisner Communications. See Exhibit J.

55. Spirit Airlines does not have a contract for online advertising services with SideStep, Inc.

56. On or about February 8, 2007, counsel for Carrollton Bank sent a letter to counsel for Spirit Airlines enclosing a demand letter and invoice from Advertising.com, Inc. to Eisner, which demands payment in the amount of $292,739.06 for advertising work done for Spirit Airlines at the request of Eisner ("February 8 Letter"). The invoice from Advertising.com, Inc. is addressed to Eisner Interactive. Attached as Exhibit K is a true and correct copy of the February 8 Letter.

57. Spirit Airlines does not have a contract for online advertising services with Advertising.com, Inc.

58. On or about February 9, 2007, counsel for Carrollton Bank sent a letter to counsel for Spirit Airlines requesting an invoice reconciliation from Spirit Airlines for the total amount outstanding to Eisner ("February 9 Letter"). Attached as Exhibit L is a true and correct copy of the February 9 Letter.

59. On or about February 28, 2007, pursuant to the request of Carrollton Bank, Spirit Airlines reconciled the amount it owes to Eisner. Specifically, Spirit Airlines reviewed the outstanding Eisner invoices and determined the actual amounts owed to Eisner for services as $458,186.26 ("Eisner Funds"). The reconciliation was based upon amounts Spirit Airlines already paid to Eisner, as well as a proration of certain invoices after the date Eisner ceased

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business operations and services provided to Spirit Airlines. Attached as Exhibit M is a true and correct copy of the February 28 Reconcilation.

60. As part of the reconciliation, Spirit Airlines prorated the total amounts owed to Eisner to November 10, 2006, on two Eisner invoices, based upon Eisner's cessation of business operations for Spirit Airlines at that time.

61. Spirit Airlines prorated Invoice No. 81981620970 from $279,217.88 to $120,994.41 based on payments to third-party advertiser vendors through November 13, 2006. Spirit Airlines' new advertising agency, Siquis, Ltd. paid the amounts outstanding from November 14-30, 2006, for this invoice. See Exhibit M.

62. Spirit Airlines prorated Invoice No. 81981720971 from $26,400.00 to $8,800.00 because Eisner did not provide services to Spirit Airlines beyond November 10, 2006. See Exhibit M.

63. In the February 9 Letter, Carrollton Bank also recommended that Spirit Airlines commence an interpleader action to resolve both the demands for payment by Carrollton Bank for amounts owed to Eisner and the demands for payment by third-party advertising vendors for amounts owed by Eisner. See Exhibit L.

C. Deposit of Funds

64. Spirit Airlines is merely a disinterested stakeholder in this action inasmuch as it claims no interest in the Eisner Funds.

65. Spirit Airlines admits that the Eisner Funds are due and owing to someone.

66. Spirit Airlines has received conflicting demands for the Eisner Funds from claimants, including Carrollton Bank, a secured creditor of Eisner, and third-party advertising vendors that contracted with Eisner.

67. Spirit Airlines has taken numerous steps to ensure that all claimants are included as defendants in this action. First, Spirit Airlines included all of the third-party advertising vendors that contacted Spirit Airlines directly and demanded payment following the inability of these parties to collect money directly from Eisner. Next, Spirit Airlines included all of the third-party advertising vendors that asserted they were entitled to outstanding payments incurred by Eisner on behalf of Spirit Airlines that were set forth on the list provided to Spirit Airlines by Siquis, Ltd., the advertising company hired by Spirit Airlines to replace Eisner. Finally, Spirit Airlines included all of the third-party advertising vendors from the list Carrollton Bank, on behalf of Eisner, provided to Spirit Airlines.

68. Spirit Airlines is disinterested because it is not entitled to the Eisner Funds and is not contractually obligated to any of the claimants and named defendants in this interpleader action.

69. Spirit Airlines hereby offers to and is ready to deposit the Eisner Funds with the Court upon the entry of an appropriate order.

COUNT I
Interpleader Under 28 U.S.C.A. § 1335 And
Rule 22 Of The Federal Rules Of Civil Procedure

70. Spirit Airlines repeats and realleges each and every allegation contained in paragraphs 1 through 69.

71. Pursuant to the terms of the Agreement between Spirit Airlines and Eisner, Spirit Airlines owes $458,186.26 to Eisner for advertising services during the period of time from August 2, 2006 through November 7, 2006.

72. Spirit Airlines admits that it must pay the Eisner Funds pursuant to the terms of the Agreement between Eisner and Spirit Airlines.

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73. Spirit Airlines has received conflicting demands for the Eisner Funds from Eisner claimants, including Carrollton Bank, a secured creditor of Eisner, and numerous third-party advertising vendors that contracted with Eisner.

74. Spirit Airlines is merely a disinterested stakeholder in this action inasmuch as it claims no interest in the Eisner Funds because Spirit Airlines is contractually obligated to Eisner and not contractually obligated to any of the claimants and named defendants in this interpleader action.

75. Unless Spirit Airlines is allowed to interplead the claimants, Spirit Airlines is at risk for double, multiple, or inconsistent litigation and judgments.

76. Spirit Airlines will deposit a check with this Court in the amount of $458,186.26, after the entry of an appropriate order.

77. Pursuant to 28 U.S.C.A. § 1335, Spirit Airlines is entitled to interplead the claimants because two or more of the claimants, of diverse citizenship, are claiming or may claim to be entitled to the Eisner Funds.

78. Pursuant to Pursuant to Rule 22 of the Federal Rules of Civil Procedure, Spirit Airlines is entitled to interplead the claimants because Spirit Airlines may be exposed to double or multiple liability.

79. Pursuant to Rule 22 of the Federal Rules of Civil Procedure, Spirit Airlines is entitled to an award of its reasonable costs and attorneys' fees associated with initiating this interpleader action.

80. By reason of the foregoing, Spirit Airlines is entitled to have this Court adjudicate the competing claims, or potentially competing claims of the defendants and to establish Spirit Airline's legal obligations to the defendants with finality.

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WHEREFORE, Spirit Airlines respectfully requests that the Court issue an order:

a. Allowing Spirit Airlines to deposit the Eisner Funds into the Court's registry;

b. Compelling the defendants to determine through interpleader their competing, or potentially competing and adverse claims for the Eisner Funds;

c. Extinguishing with finality all claims that the defendants, and all other persons or entities unknown claiming any right, title, or interest to the Eisner Funds, have against Spirit Airlines on Spirit Airlines' payment of the Eisner Funds into this Court;

d. Restraining the defendants, and all other persons or entities unknown claiming any right, title, or interest to the Eisner Funds, from instituting or prosecuting, in any other state or federal court, any proceeding against Spirit Airlines with respect to the Eisner Funds;

e. That on Spirit Airlines' deposit of the Eisner Funds with the Court, Spirit Airlines will be discharged from any liability in this action;

f. Awarding Spirit Airlines its reasonable attorneys' fees and costs associated with filing this interpleader action; and

g. Granting Spirit Airlines such other and further relief as the Court deems just and proper.

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Dated: _______________, 2007

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COUNSEL FOR SPIRIT AIRLINES, INC.

EXHIBIT

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A

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This Advertising Agreement ("Agreement") is made and entered into as of th 15[th] day of September 2005 by and between Eisner Communications, Inc. ("Agency") a corporation existing under the laws of the state of Maryland and having its principal place of business at 509 Sou h Exeter St., Baltimore MD 21202 and Spirit Airlines, Inc., a Delaware corporation with its headqua ers at 2800 Executive Way, Miramar, Florida 33025 ("Spirit Airlines").

WITNESSETH.

WHEREAS, Spirit Airlines is desirous of utilizing the advertising expertise of Agency; and

WHEREAS, Agency is willing to represent Spirit Airlines;

NOW THEREFORE, in consideration of the mutual promises, agr ements, and covenants hereinafter set forth, Agency and Spirit Airlines agree as follows:

ARTICLE 1.0. Commitments

It is understood that this Agreement covers interactive advertising servic s carried out by Spirit Airlines in North America, South America, Bermuda and the Caribbean.

ARTICLE 2.0. Agency Services

2.1 **Services Regularly Provided by Agency.** In consideration of the c mpensation provided in Paragraph 4.1, Agency will perform the services customarily perf rmed by an interactive agency in connection with the preparation of Spirit Airlines' on inc advertising and the preparation and placement of those materials. The Agency's servic will include, but not be limited to, the management coordination, supervision and liaison of t e account as follows:

(a) Familiarize itself thoroughly with the business of Spirit Air ines. Analyze and study marketing, promotional, interactive and media requ rements and prepare recommendations and plans to meet them.

(b) Services, including concepting, developing, executing ar l proofing for internet advertising campaigns. Also includes ordering and co tracting for necessary interactive space, talent and materials.

(c) Check the advertising to verify the accuracy of all informati n contained therein prior to submission to Spirit Airlines for final approval, including ares, restrictions, service levels, competitive claims, etc.

(d) Manage online ad serving for the purposes of tracking, ptimizing and reporting online media activity.

(e) Manage all search marketing activity, including research of search terms, creation of text creative associated with search terms, tracking of perfc mance and optimization of terms, creatives and bid prices.

(f) Render invoices to Spirit Airlines for the charges incurred or advertising and audit and pay invoices from media and other suppliers.

EXHIBIT A

(g) Abide by all laws and regulations applicable to the advertising and public relations industry with respect to this Agreement, and further, to provide Spirit Airlines, at nominal expense (estimated in advance), the initial review for legal compliance (where necessary) of all proposed titles, slogans, uses of names and/or ideas, as the case may be, for the purpose of informing Spirit Airlines of the risks reasonably anticipated with the use of the same.

ARTICLE 3.0. Term and Termination

3.1 **Term**. This Agreement shall be effective [November 28, 2005] and shall remain in full force and effect for one year, unless terminated in accordance with the provisions hereof. Thereafter, subject to the mutual agreement of Spirit Airlines and the Agency (including, but not limited to, mutual agreement on the fees due the Agency for services rendered in each successive one-year term), and unless notice of termination is provided by either party ninety (90) days prior to the expiration of any one-year term then in effect, this Agreement shall automatically renew on the anniversary date for additional, renewable one-year terms. The parties agree that they will confer at least 100 days prior to the expiration of any one-year term for the purpose of discussing and negotiating their respective proposed modifications to this Agreement, if any, for the applicable renewal term.

3.2 **Termination for Convenience**. Spirit Airlines reserves the right to terminate this Agreement at any time upon ninety (90) days prior written notice. In the event of such termination, Agency shall receive its regular and agreed fees for work performed through the effective date of the termination and to bring to closure any work-in-progress. Upon expiration of the 90-day notice period, in the event that any third parties shall refuse to release Agency from any commitments made prior to Spirit Airlines' notice of termination, Agency shall be reimbursed, in accordance with Article 5.0, for costs incurred by the Agency in connection with non-cancelable contracts made in accordance with Spirit Airlines' authorization procedures, including costs reflected in third-party invoices received after the termination effective date.

3.3 **Ownership of Materials upon Termination.** Agency shall deliver to Spirit Airlines or its designated successor agency, all materials belonging to Spirit Airlines, subject to the provisions of Article 6.0, Ownership of Materials. Agency shall notify Spirit Airlines in writing when artwork, film, disks, CD's, photographs, manuscripts and tapes are of no further value. Upon receipt of such notification, Spirit Airlines will, within reasonable time, supply in writing, complete disposition instructions. Shipping costs shall be the responsibility of Spirit Airlines.

ARTICLE 4.0. Agency Compensation

Spirit Airlines will pay Agency for all reasonable costs for space, time, materials and services which are purchased from third parties on behalf of Spirit Airlines in accordance with Spirit Airlines' authorization procedures and for which an estimate and/or media plan has been approved by a Spirit Airlines authorized representative.. Spirit Airlines will compensate Agency for its services as follows:

4.1 Spirit Airlines will compensate Agency for services performed (time spent) at the initial rate of $26,400 ("Agency Fee") per month for interactive services, for up to 480 hours per month. ($85.00 per hour for hours over 480.) Any hours in excess of 480 must be pre-approved by an authorized Spirit representative.

4.2 **Exploratory Creative Development, Monitoring Competitors Advertising, Packaging, Shipping, Delivery, Communications and Travel**: Expenses incurred by Agency on Spirit Airlines' account (at the request of Spirit Airlines) for the following items will be billed to Spirit Airlines at Agency's outside costs without commission.

(a) Exploratory creative development materials, including but not limited to demo music, with an approved signed estimate of expense from Spirit Airlines.

(b) Procurement of competitors' advertising.

(c) Courier and/or special messenger charges. Fax and long distance telephone.

(d) Travel, at Spirit Airlines' request, in connection with Spirit Airlines' account activity will be at Spirit Airlines' expense using Spirit Airlines' space-positive Coach Class at all times. Travel arrangements must be pre-approved by an authorized Spirit Airlines' representative.

4.3 **Expenses and risk associated with full review for legal compliance of titles, slogans, use of names and/or ideas subject to potential claims for misappropriation, infringement of copyright, property right, libel, slander, defamation, invasion of privacy.** The Agency will provide Spirit Airlines with its initial review for legal compliance of certain proposed titles, slogans, uses of names and/or ideas for the purposes of informing Spirit Airlines of the risks reasonably anticipated with the use of the same for a nominal cost, estimated in advance. Should the Agency fail to provide notice of risk, all risk will remain with the agency, and the Agency shall indemnify and hold Spirit Airlines harmless for all claims, losses, and expenses associated with the use of said title, slogan, name and/or idea. In the event Spirit Airlines is advised of the risk and accepts said risk, it will indemnify and hold the Agency harmless for all claims, losses, and expenses associated with the same. Further, should Spirit Airlines request a full and complete legal review, including trademark scans and/or legal opinions from outside counsel, the Agency will provide estimates to Spirit Airlines of cost, and shall seek advanced written authorization from Spirit Airlines for same. Spirit Airlines will be invoiced without markup for all such costs incurred. Spirit Airlines may select and/or approve outside counsel utilized or, at its option, it may elect to review such matters itself. Thereafter, if Spirit Airlines approves the use of the subject title, slogan, name and/or idea, it will have done so having been made aware of the risks and it will then indemnify and hold the Agency harmless for all claims, losses, and expenses associated with them.

ARTICLE 5.0. Payment, Cash Discounts and Billing Procedures

Agency's invoices are payable on or before the due dates specified thereon, not later than thirty (30) days following the date of receipt of the invoice.

Case 1:07-cv-00341-SLR Document 56-2 Filed 05/29/2007 Page 21 of 50

5.1 The billing procedures are as follows:

(a) Agency will bill to Spirit Airlines pursuant to the approve estimate for all media placements and production expenses.

(b) Agency will provide invoices on a monthly basis, for media or production scheduled for not more than thirty (30) days in the future. Where these dates occur on a weekend or holiday, the invoice will be submitted on the first business day immediately preceding the date. The Agency Fee will be billed at the start of each month and will be paid within thirty (30) days of receipt of invoice. In the event that additional media is required to be placed after monthly billing occurs, agency will provide an interim invoice upon approved estimate, which will be paid within thirty (30) days of receipt of invoice. Payments falling due on a non-banking day shall be made on the immediately following banking day. Appropriate proration shall be made for any partial calendar months during the Term.

(c) Agency will invoice Spirit Airlines at "Net Media Billings." "Net Media Billings" shall mean the rates charged by the owners of media less Agency commissions.

(d) Production is estimated plus or minus ten percent (+/-10%). If costs are running more than ten percent (10%) over the estimate, Agency is responsible for providing a new estimate.

5.2 Invoice Disputes Any invoice disputes should be communicated to the Agency in writing within thirty () (30) days of receipt and should clearly indicate the reason for the dispute and the steps required to resolve the dispute. Spirit Airlines and the Agency agree to resolve all disputes as quickly as possible. In the event of a dispute regarding an invoice, Spirit Airlines will notify the Agency according to the above timelines and pay the portion of the invoice not in dispute by the due date specified thereon in accordance with Article 5.0.

Should the Agency and Spirit Airlines fail to agree to a resolution of the dispute, they will abide by the arbitration provision set forth in Article 12.

ARTICLE 6.0. Ownership of Materials

Agency and Spirit Airlines agree that any and all work produced, which may or may not ultimately be used, including plans for advertising, unique campaign ideas, concepts, slogans, copy themes, preliminary sketches, layouts, copy, finished artwork, and other advertising material accepted by Spirit Airlines or purchased for Spirit Airlines' account by Agency and paid for by Spirit Airlines in accordance with the terms of this Agreement, will be considered work made for hire for Spirit Airlines and shall be the exclusive property of Spirit Airlines except to the extent that rights therein shall have been reserved by third parties including, but not limited to, actors, photographers and persons engaged or employed by Agency to compose the words and/or music of musical compositions used on behalf of Spirit Airlines. All title and proprietary rights shall belong exclusively to Spirit Airlines as long as all invoices relating thereto have been paid. Spirit Airlines shall have the exclusive right to obtain and to hold in its own name, that copyright registration and any other protection as may be appropriate with respect to the advertising material or special material, including any extensions or renewals of such registration. Spirit Airlines shall have the right to review Spirit Airlines work in progress by Agency at any time.

ARTICLE 7.0. Indemnification

7.1 Agency will indemnify, defend, and save harmless Spirit Airlines, its directors, officers, employees and agents from and against any and all liability, damages, claims, suits, judgments, governmental fines or any other proceedings relating the Agency's breach of the terms and conditions of this Agreement or its negligence or willful misconduct, provided that Agency is given the right, but not the obligation, to join in the defense of, or, at its option, take over on behalf and in the name of Spirit Airlines, and to conduct the defense of any such action or proceeding. This will include, but not be limited to, matters relating to claims arising out of Agency's failure to obtain proper contracts or releases from those whose names, likenesses, testimonials, scripts, musical compositions, art works, photographs or similar materials or rights are used in Spirit Airlines advertising or other material prepared under this Agreement. Agency also agrees and hereby undertakes to release, indemnify, defend and save harmless Spirit Airlines for claims by third parties for libel, slander, defamation, invasion of privacy, piracy, plagiarism, unfair competition, idea misappropriation, and infringement of copyright, property right, title or slogan, penalties or actions of every name and description, including any and all costs and expenses related thereto, including the defense thereof, attorneys' fees and court costs arising out of or resulting from the act or omission of Agency, its directors, officers and employees, and/or in connection with the performance of this Agreement to the extent set forth in Section 4.3 above. Agency will not be responsible for matters caused by the negligence or willful misconduct of Spirit Airlines.

7.2 Except as otherwise provided above and subject to the limitations contained in Section 7.1 above, it will be the responsibility of Spirit Airlines to verify the accuracy of claims or assertions made about Spirit Airlines products or services or the products or services of any competitor of Spirit Airlines in advertising created by the Agency, provided that Agency has obtained written approval of Spirit Airlines for the final copy of all advertising before its publication or broadcast, and such advertising is the advertising that is published or broadcast. Spirit Airlines and Agency will use due care in the performance of their responsibilities under this Agreement. Except for the matters for which Agency will indemnify Spirit Airlines pursuant to Section 7.1 above or any breach by Agency of any provision of this Agreement, Spirit Airlines agrees to indemnify, defend, and save harmless Agency, its directors, officers, employees, and agents from and against any and all liability, damages, claims, suits, penalties or actions of every name and description, including any and all reasonable costs and reasonable expenses related thereto, including the defense thereof, reasonable attorneys' fees and reasonable court costs arising out of or resulting from the performance of this Agreement by Spirit Airlines, its directors, offices and employees, provided that Spirit Airlines is given the right, but not the obligation, to join in the defense of, or, at its option, take over on behalf and in the name of Agency, the conduct of the defense of any such action or proceeding brought against the Agency. Spirit Airlines shall indemnify and hold Agency harmless from and against all claims based upon the accuracy of information contained in Spirit Airlines advertising, including but not limited to any and all express or implied warranties and/or representations made about safety and security of the airline, and claims for product liability, including, but not limited to, any claims for injury, death, or property damage arising out of the use of airplanes and/or facilities owned by or leased to Spirit A lines and provided that Spirit Airlines is given the right, but not the obligation, to join in e defense or, or, at its option, take over on behalf and in the name of Agency, the condu t of any such action or proceeding brought against Agency.

Agency will endeavor to safeguard Spirit Airlines' advertising mate als in its possession. It is understood that Agency will be responsible for the loss, damage, r destruction of all such materials in Agency's possession.

Notwithstanding the foregoing provisions of 7.1 or 7.2, with espect to any third party claims, the indemnifying party shall not be entitled to assume he defense or control of a such claims and shall pay the fees and expenses of ounsel retained by the indemnified party if (i) such third party claim seeks an o ler, injunction or other equitable relief against the indemnified party, (ii) such third arty claim involves any criminal proceeding, action, indictment, allegation or investi ation, or (iii) counsel to the indemnified party shall have reasonably concluded that a) there is a conflict of interest between the indemnified party and the indemnifyin party in the conduct of the defense of such third party claim or (b) the indemnifie party has one or more defenses not available to the indemnifying party.

The indemnified party shall otherwise have the right to par cipate in the defense of any third party claim with counsel employed at its own exp nse; provided, however, that, in the case of any third party claim described in clause ( ), (ii) or (iii) above or as to which the indemnifying party shall not in fact have emplo d counsel to assume the defense of such third party claim, the reasonable fees an disbursements of such counsel shall be at the expense of the indemnifying party. The indemnifying party shall have no indemnification obligations with respect to an third party claim which shall be settled by the indemnified party without the prio written consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8.0. Force Majeure

8.1 Neither party shall be liable for delays in its performance hereunder due to causes beyond its reasonable control, including, but not by way of limitation, delays o casioned by acts of God, or the public enemy; acts of government or courts of law or equity; ivil war, insurrection or riots; fires, floods, explosions, earthquakes or other causalities; stri es, litigation initiated by third parties enjoining, modifying or in any way restricting the performance under this Agreement by one or both of the parties.

8.2 Notwithstanding any other provision of this Agreement, in the e nt that Agency fails to provide the goods and/or services contracted for under this Ag eement for any reason, excluding force majeure, and such failure continues for more t an five (5) days, Spirit Airlines may, at its sole option, acquire similar goods and/or servic s from another provider or provide services for itself. Agency agrees to reimburse Spirit Ai ines for the difference in cost between those specified under this Agreement and those pai by Spirit Airlines to a different service provider, provided, however, that such costs are standard in the industry. In acquiring service from another provider, Spirit Airlines may suspend this Agreement for a period of up to thirty (30) days longer than the condition leading to Agency's failure to provide service or terminate this Agreement. Where such failure, regardless of cause, continues for thirty (30) or more days, or where such failure lasts for five or more days on three or more occasions during the term of this Agreement than Spirit Airlines will have the right to terminate this Agreement immediately upon written notice to Agency, without any liability to Agency by reason of such termination.

ARTICLE 9.0. Taxes

In addition to the amounts charged under this Agreement, Spirit Airlines will pay any applicable sales and/or use taxes that may be lawfully imposed by the Government of the United States or any State political subdivision thereof upon Agency for the Services provided to Spirit Airlines under this agreement provided Agency promptly notifies Spirit Airlines of the imposition or invoices Spirit Airlines for such taxes.

Each party will be responsible for all other taxes attributable to each taxes including, without limitation, any taxes based on gross receipts, revenue, income or the like, import or export taxes, or franchise or doing business taxes. If requested by Spirit Airlines in writing, Agency will not pay any sales or use tax assessed which is the responsibility of Spirit Airlines under this Agreement except under protest, and if payment is made, will use its best commercial efforts to obtain a refund thereof, or at Spirit Airlines' request, permit Spirit Airlines to protest such tax in Agency's name. Agency will be reimbursed at regular hourly rates for all time spent pursuing a tax protest at Spirit Airlines' request, and should it incur legal fees, they will be passed on to Spirit Airlines without markup. If all or any part of such tax is refunded, Agency will repay to Spirit Airlines so much thereof as Spirit Airlines will have paid, including any and all interest paid thereon. Spirit Airlines will pay to Agency, upon demand, Spirit Airlines' proportionate share of all out of pocket expenses and if the refund applies to customers of Agency other than Spirit Airlines, then Agency will make certain that Spirit Airlines receives a reimbursement for a proportionate share of such costs.

ARTICLE 10.0. Confidentiality and Waiver

10.1 Confidential information means any information, in any form, including, without limitation, the financial terms of this Agreement, written documents, oral communications, proposed fares in advertisements that have not yet been made available publicly, recordings, videos, software, databases, business plans, and electronic/magnetic media provided to or observed by either party pursuant to this Agreement, including information owned or provided by Spirit Airlines and/or third parties, excepting information that is generally available to the agency other than by or through Spirit Airlines/and or the public. Each party agrees that it will maintain all Confidential Information in confidence and use it solely for purposes of performance under this Agreement. Such Confidential Information will be distributed within each party's organization only to personnel with a need to know such information for purposes relating to this Agreement or in compliance with a court order or statutory requirement. In no event will either party disclose any Confidential Information to any third parties except subcontractors and independent consultants and then only where approved by the other in advance and subject to the execution of a confidentiality agreement. Agency further acknowledges and agrees that it will maintain the confidentiality of Spirit Airlines' operating manuals even if the information contained in them becor es available to Agency from a non-confidential source. Notwithstanding the foregoing, it wi l not be a breach of this Agreement for either party to disclose Confidential Information of tl e other party if required to do so under law or in a judicial or other governmental inve tigation or proceeding, provided the other party has been given prior notice and the disclo ing party has sought all available safeguards against widespread dissemination prior to such c sclosure.

ARTICLE 11.0. Entire Agreement

This Agreement constitutes the entire agreement between the parties here o respecting the subject matter hereof, and there are no understandings or agreements between the n respecting the subject matter hereof, written or oral, other than as set forth herein.

ARTICLE 12.0. Governing Law

The Parties agree that this Agreement will be governed by and construed in ccordance with the laws of the State of Florida. The parties further agree that they will negotiate in ood faith to resolve any and all disputes arising out of this Agreement. Any unresolved dispute will be referred to the American Arbitration Association upon thirty (30) days written notice, and determined by the Arbitrator assigned to the case pursuant to the Association's rules. Th parties agree to share arbitration costs equally.

IN WITNESS WHEREOF, the parties hereto have executed this Agreen ent on the day and year first above written.

for Eisner Communications, Inc.

By: [signature]
Steven C. Eisner

Title: **President and CEO**

Date: 9/29/05

for Spirit Airlines, Inc.

By: [signature]

Title: DIRECTOR - INTERACTIVE MKTING

Date: 9/29/05

tabbles®

EXHIBIT

B

ROGERS, MOORE and ROGERS, LLP
Attorneys at Law

WILLIAM C. ROGERS (1921-1970)

WILLIAM C. ROGERS JR.
W. CHARLES ROGERS, III

ROBERT JAMES PARSONS, II
BRIAN N. ROGERS
M. RAMSAY BELL

SIX SOUTH CALVERT
BALTIMORE, MD 21202
(410) 727-4456
FAX (443) 524-0835

November 14, 2006

RECEIVED NOV 17 2006

LWM 11:12AM - 11/20/06

Barry L. Biffle
Senior Vice President
and Chief Marketing Officer
Spirit Airlines
2800 Executive Way
Miramar, FL 33025

RE: Notice to Account Receivable Payor
Eisner Communications, Inc., Payee
Carrollton Bank, Secured Creditor

Dear Mr. Biffle:

This is to advise you that the undersigned is the attorney for Carrollton Bank ("Bank"), secured creditor, in connection with the collection and liquidation of the open and payable accounts receivable of the now defunct business entity known as Eisner Communications, Inc. ("Eisner"). The Bank holds a perfected Security Interest in all of the said accounts receivable of the said payee, Eisner, and has elected to pursue the collection of the same pursuant to the terms and conditions of its duly executed Security Agreement and perfected Security Interest Filing. Under the terms of the said above documents, all accounts receivable of Eisner are pledged as collateral security to the Bank and, upon default, under the said loan documents above, are fully collectible and payable to the Bank, as a secured creditor of Eisner.

Please, therefore, be advised that any and all prior unpaid invoices for jobs performed by Eisner for your company, as well as any future invoices to you from Eisner, unless otherwise directed by the undersigned, must be drawn payable to the Bank and mailed to the following address:

EXHIBIT B

Barry L. Biffle
November 14, 2006
Page Two

Robert A. Altieri, President
Carrollton Bank
ATTN: Eisner Collections
P.O. Box 24129
Baltimore, MD 21227

In the alternative, payment may be wired to the Bank as follows:

Carrollton Bank ABA #052000773
Credit Account of Carrollton Bank
344 N. Charles Street
Baltimore, MD 21201
Account No. 101120 ATTN: Robert A. Altieri

For identification purposes, please mark on your check the Eisner Invoice number for which you are making payment.

We are causing this letter to be mailed to you as an account receivable payor of said payee, Eisner, as of the date hereof and wish to inform you that any payment of any Invoices hereafter that are paid by you to any other party other than to the Bank, shall be null and void and will not relieve your company of the obligation of making said payment to the Bank of any open and unpaid Invoices owed by your company to Eisner.

Therefore, I demand that your company pay to the Bank all debts which you owe to Eisner. In particular, I demand that you pay to the Bank, as secured creditor, the sum of $660,697.73, which your company owes according to the books and records of Eisner.

Very truly yours,

Robert J. Parsons, II

Robert J. Parsons, II

RJP,II/cmd
cc: Robert A. Altieri

① Figure – not disputed
② records of Eisner
③ disputed amt =

EXHIBIT

C

tabbies

ROGERS, MOORE and ROGERS, LLP

Attorneys at Law

WILLIAM C. ROGERS (1921-1970)

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W. CHARLES ROGERS, III

ROBERT JAMES PARSONS, II
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SIX SOUTH CALVERT
BALTIMORE, MD 21202
(410) 727-4456
FAX (443) 524-0835

November 20, 2006

John Willis, Esq.
Vice President/General Counsel
Spirit Airlines
2800 Executive Way
Miramar, FL 33025

RE: Carrollton Bank, Secured Creditor
Eisner Communications, Debtor
Commercial Security Agreement/UCC Financing Statement

Dear Mr. Willis:

I am the attorney for the secured creditor, Carrollton Bank, in connection with the above-captioned matter.

Enclosed, per your request, please find copies of the following documents relating to the two commercial loans owed to Carrollton Bank by Eisner Communications, Inc.:

1. Commercial Security Agreement and UCC Financing Statement for Account No. 880001284/2385; and

2. Commercial Security Agreement and UCC Financing Statement for Account No. 880001284/8002117.

I trust this fully complies with your recent request of this law firm as counsel for Carrollton Bank.

Very truly yours,

Robert J. Parsons, II

Robert J. Parsons, II

RJP,II/mme
Enclosures
cc: Robert A. Altieri

EXHIBIT C

COPY

UCC APPROVAL SHEET
** KEEP WITH DOCUMENT **

TRANSACTION TYPE — **FEES REMITTED**

✓	UO - Original Financing Statement	$20.00
___	UOA - Original Financing Statement With Assignment	$20.00
___	UOTU - Original Financing Statement Transmitting Utility	$20.00
___	UMA - Amendment	$20.00
___	UMDA - Amendment - Debtor Added	$20.00
___	UMDC - Amendment - Debtor Name Change	$20.00
___	UMDD - Amendment - Debtor Deleted	$20.00
___	UMSA - Amendment - Secured Party Added	$20.00
___	UMSC - Amendment - Secured Party Name Change	$20.00
___	UMSD - Amendment - Secured Party Deleted	$20.00
___	UMC - Amendment - Continuation	$20.00
___	UMT - Amendment - Termination	$20.00
___	UMZ - Amendment - Assignment	$20.00
___	UMZP - Amendment - Partial Assignment	$20.00
___	UMCS - Amendment - Correction Statement	$20.00
___	UOMH - Manufactured Home - Original Financing Statement	$20.00
___	UOPF - Public Finance - Original Financing Statement	$20.00
___	Documents Nine (9) Pages or More	$75.00
___	Certified Copies	
___	Plain Copies	

TOTAL FEES: $20.00

1000341007585849

RECORDED ON 01/06/2003 AT 10:21 AM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION.
WO # 0000684111 ACK # 1000341007585849
ORIGINAL FILE NUMBER: 0000000181140528
LIBER: U00250 FOLIO: 1535 PAGES: 0002
RECORDING FEE: 20.00
RECORDATION TAX: 0.00
EXPEDITED FEE: 0.00

___ Other Change(s)

Code ___________

Attention: ___________

Mail to Address:

CARROLLTON BANK
344 N. CHARLES STREET
BALTIMORE MD 21201

NO FEE TRANSACTION TYPES

- ___ URC - Copies
- ___ UNCP - Void - Non-Payment
- ___ UCC - Cancellation
- ___ UCR - Reinstatement
- ___ UCO Departmental Action
- ___ UCREF - Refund Recordation Tax
- ___ UCIS - Incorrect ID Number
- ___ XOVRU - UCC Overrides
- ___ UMFC - Filing Office Correction Statement

METHOD OF PAYMENT

Cash ___ Check ✓ Credit Card ___

Number of Checks 1

COMMENT(S):

Stamp Work Order and Customer Number HERE

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0001032087
WORK ORDER:0000684111
DATE:01-07-2003 09:52 AM
AMT. PAID:$40.00

[redacted]

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0001032887
WORK ORDER:0000684111
DATE:01-07-2003 09:52 AM
AMT. PAID:$40.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Carrollton Bank
344 N. Charles Street
Baltimore, MD 21201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Elsner Communications, Inc.				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 509 South Exeter Street	CITY: Baltimore	STATE: MD	POSTAL CODE: 21202	COUNTRY: USA
1d. TAX ID #: SSN OR EIN: 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 / ADD'L INFO RE ORGANIZATION DEBTOR / 1e. TYPE OF ORGANIZATION: Corporation	1f. JURISDICTION OF ORGANIZATION: MD	1g. ORGANIZATIONAL ID #, if any: [X] NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN / ADD'L INFO RE ORGANIZATION DEBTOR / 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any: [ ] NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Carrollton Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: P.O. Box 24129	CITY: Baltimore	STATE: MD	POSTAL CODE: 21227-0529	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)

5. ALTERNATIVE DESIGNATION (if applicable): [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER [ ] AG. LIEN [ ] NON-UCC FILING

6. [ ] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2

8. OPTIONAL FILER REFERENCE DATA

COPY

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,000,000.00	11-30-2002	11-30-2003	8002117		880001284	***	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Grantor: Elsner Communications, Inc.
509 South Exeter Street
Baltimore, MD 21202

Lender: Carrollton Bank
P.O. Box 24129
Baltimore, MD 21227-0629

THIS COMMERCIAL SECURITY AGREEMENT dated November 30, 2002, is made and executed between Elsner Communications, Inc. ("Grantor") and Carrollton Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to execute financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any Account becomes subject to a security interest in favor of Lender, the Account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no

COMMERCIAL SECURITY AGREEMENT
(Continued)

setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Maryland, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such

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information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; or (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Maryland Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale

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or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Without notice to Grantor, Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness and Grantor hereby consents to the appointment of such a receiver. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount and whether or not such receivership is incidental to a proposed sale of the Collateral or otherwise. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees that if Lender hires an attorney to help enforce this Agreement, Grantor will pay, subject to any limits under applicable law, Lender's attorneys' fees and all of Lender's other collection expenses, whether or not there is a lawsuit and including without limitation additional legal expenses for bankruptcy proceedings.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Maryland. This Agreement has been accepted by Lender in the State of Maryland.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of the City of Baltimore, State of Maryland.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Collateral becomes

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vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Account. The word "Account" means a trade account, account receivable, other receivable, or other right to payment for goods sold or services rendered owing to Grantor (or to a third party grantor acceptable to Lender).

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means Eisner Communications, Inc., and all other persons and entities signing the Note in whatever capacity.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Eisner Communications, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Carrollton Bank, its successors and assigns.

Note. The word "Note" means the Note executed by Eisner Communications, Inc. in the principal amount of $4,000,000.00 dated November 30, 2002, together with all modifications of and renewals, replacements, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 30, 2002.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

EISNER COMMUNICATIONS, INC.

By: ______________________________ (Seal)
Steven C. Eisner, President and CEO of Eisner Communications, Inc.

COMMERCIAL SECURITY AGREEMENT
(Continued)

LENDER:

CARROLLTON BANK

X ______________________________
Authorized Signer

LASER PRO Lending, Ver. 5.19.30.07 Copr. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - MD C:\CFI\WI\CFI\LPL\E40.FC TR-441 PR-6

[redacted]

STATE OF MARYLAND [illegible]841 2385
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0001442783
WORK ORDER:0000328737
DATE:08-05-2004 12:19 PM
AMT. PAID:$925.00

2004 JUL 30 A 11:17

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Carrollton Bank
344 N. Charles Street
Baltimore, MD 21201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Elsner Communications, Inc.					
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 509 South Exeter Street		CITY: Baltimore	STATE: MD	POSTAL CODE: 21202	COUNTRY: USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: Corporation	1f. JURISDICTION OF ORGANIZATION: MD	1g. ORGANIZATIONAL ID #, if any	[X] NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	[ ] NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Carrollton Bank					
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: P.O. Box 24129		CITY: Baltimore	STATE: MD	POSTAL CODE: 21227-0629	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All Inventory, Chattel Paper, Accounts and Equipment; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)

5. ALTERNATIVE DESIGNATION (if applicable): [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER [ ] AG. LIEN [ ] NON-UCC FILING

6. [ ] This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2

8. OPTIONAL FILER REFERENCE DATA

ACKNOWLEDGMENT COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Harland Financial Solutions
400 S.W. 6th Avenue, Portland, Oregon 97204

UCC APPROVAL SHEET
** KEEP WITH DOCUMENT **

TRANSACTION TYPE	FEES REMITTED
✓ UO - Original Financing Statement	$25.00
___ UOA - Original Financing Statement With Assignment	$25.00
___ UOTU - Original Financing Statement Transmitting Utility	$25.00
___ UMA - Amendment	$25.00
___ UMDA - Amendment - Debtor Added	$25.00
___ UMDC - Amendment - Debtor Name Change	$25.00
___ UMDD - Amendment - Debtor Deleted	$25.00
___ UMSA - Amendment - Secured Party Added	$25.00
___ UMSC - Amendment - Secured Party Name Change	$25.00
___ UMSD - Amendment - Secured Party Deleted	$25.00
___ UMC - Amendment - Continuation	$25.00
___ UMT - Amendment - Termination	$25.00
___ UMZ - Amendment - Assignment	$25.00
___ UMZP - Amendment - Partial Assignment	$25.00
___ UMCS - Amendment - Correction Statement	$25.00
___ UOMH - Manufactured Home - Original Financing Statement	$25.00
___ UOPF - Public Finance - Original Financing Statement	$25.00
___ Documents Nine (9) Pages or More	$75.00
___ Certified Copies	
___ Plain Copies	

TOTAL FEES: 25 ✓

1000361990166161

RECORDED ON 07/30/2004 AT 11:17 AM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION.
WO # 0000828737 ACK # 1000361990166161
ORIGINAL FILE NUMBER: 0000000181199883
LIBER: U00339 FOLIO: 1008 PAGES: 0002
RECORDING FEE: 25.00
EXPEDITED FEE: 0.00

___ Other Change(s)

Code ___________

Attention: ___________

Mail to Address:

CARROLLTON BANK
344 N. CHARLES STREET
BALTIMORE MD 21201

NO FEE TRANSACTION TYPES

- ___ URC - Copies
- ___ UNCP - Void - Non-Payment
- ___ UCC - Cancellation
- ___ UCR - Reinstatement
- ___ UCO Departmental Action
- ___ UCREF - Refund Recordation Tax
- ___ UCIS - Incorrect ID Number
- ___ XXVRU - UCC Overrides
- ___ UMFC - Filing Office Correction Statement

METHOD OF PAYMENT ✓

Cash ______ Check ______ Credit Card ______

Number of Checks __________

COMMENT(S):

Stamp here

CUST ID:0081442783
WORK ORDER:0000828737
DATE:08-05-2004 12:23 PM
AMT. PAID:$25.00

COMMERCIAL SECURITY AGREEMENT

COPY

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$2,000,000.00	01-26-2004	01-26-2006	2385		880001284	JG	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Grantor: Eisner Communications, Inc.
509 South Exeter Street
Baltimore, MD 21202

Lender: Carrollton Bank
P.O. Box 24129
Baltimore, MD 21227-0629

THIS COMMERCIAL SECURITY AGREEMENT dated January 26, 2004, is made and executed between Eisner Communications, Inc. ("Grantor") and Carrollton Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure th[e] Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other right[s] which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned o[r] hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for th[e] payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts and Equipment

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to execute financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any Account becomes subject to a security interest in favor of Lender, the Account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's addr shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactor Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other tit property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State Maryland, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherw provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in defa under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in t ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a de or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security intere encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This incluc security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from a disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; pr however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately del any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens a encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other th those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lende rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repa and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or servic rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against th Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine ar inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon th Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withho any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pa and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is n discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory t Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accru as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final advers judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in th contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charge have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good fait conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of a governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all law or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultur product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceedin including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreemen remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatmen disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grant due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lende for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. Thi obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liabilit coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basi acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender fron time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled o diminished without at least fifteen (15) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any wa by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails t obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lende deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof c loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceed thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collatera Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoratior If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of th Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt an which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

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Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing su information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of t policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determini that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annual have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC-1 financing statement, or alternatively, a copy of this Agreement to perf Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect a continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unle prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute financi statements and documents of title in Grantor's name and to execute all documents necessary to transfer title if there is a default. Lender may file copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful mann not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to a Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notifi by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender m exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonal care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lende sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failu to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, n to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fa to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when du any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not b obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interest encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving th Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the da incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, w (A) be payable on demand; or (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments t become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note. The Agreement also will secur payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in an of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement betwee Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under thi Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes fals or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of an collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver fo any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceedin under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not appl if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceedin and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the credito or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to Guarantor of any of the Indebtedness or Guarantor dies c becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performanc of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the sam provision of this Agreement within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, aft receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requir more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default a thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights a secured party under the Maryland Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of th following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title a other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to l designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral.

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the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goo provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's c name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's ri to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the s or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuri preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on dema with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Without notice to Grantor, Lender shall have the right to have a receiver appointed to take possession of all or any part of Collateral, with the power to protect and preserve the Collateral, to operate the Collateral, and to collect the Rents from the Collateral and apply proceeds, over and above the cost of the receivership, against the Indebtedness and Grantor hereby consents to the appointment of such receiver. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or apparent value of the Collateral exceeds the Indebtedness by a substantial amount and whether or not such receivership is proposed sale of the Collateral or otherwise. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and recei the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insuran policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, s for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purpose Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which m and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payme shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make paymen directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficien remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreeme Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commerc Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may ha available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by th Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to th matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by th party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees that if Lender hires an attorney to help enforce this Agreement, Grantor will pay, subject to any limi under applicable law, Lender's attorneys' fees and all of Lender's other collection expenses, whether or not there is a lawsuit and including witho limitation additional legal expenses for bankruptcy proceedings.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define th provisions of this Agreement.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Maryland. This Agreement has been accepted by Lender in the State of Maryland.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of the City of Baltimor State of Maryland.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing an signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand stri compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lend and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever th consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continu consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretio of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, if han delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnig courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lend informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any noti given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documen necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secur parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financi statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and t continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modif it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provis of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binc upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Collateral becor vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement ; the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall surv the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Gran Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically sta to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Account. The word "Account" means a trade account, account receivable, other receivable, or other right to payment for goods sold or servic rendered owing to Grantor (or to a third party grantor acceptable to Lender).

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means Eisner Communications, Inc. and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Descript section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, a Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pi L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recov Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of t Agreement.

Grantor. The word "Grantor" means Eisner Communications, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemi or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treat stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their v broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fracti thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal a interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of t Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by t Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Carrollton Bank, its successors and assigns.

Note. The word "Note" means the Note executed by Eisner Communications, Inc. in the principal amount of $2,000,000.00 dated January 2 2004, together with all modifications of and renewals, replacements, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Descriptio section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmen agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instrumen agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO I TERMS. THIS AGREEMENT IS DATED JANUARY 26, 2004.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE TI EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

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Loan No: 2385

COMMERCIAL SECURITY AGREEMENT
(Continued)

GRANTOR:

EISNER COMMUNICATIONS, INC.

By: ______________________________ (Seal)
Steven C. Eisner, President and CEO of Eisner Communications, Inc.

LENDER:

CARROLLTON BANK

X ______________________________
Authorized Signer

LASER PRO Lending, Ver. 5.23.20.002 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - MD C:\CFI\WIN\CFI\LPL\E40.FC TR-765 PR-6

EXHIBIT

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D

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November 29, 2006

Re: Carrollton Bank, Secured Creditor
Eisner Communications, Debtor
Accounts Receivable

Dear ___________:

I am writing in response to your recent communication concerning the status of Spirit Airlines, Inc.'s payments to the now defunct Eisner Communications, Inc. ("Eisner").

In that regard, kindly be advised that we have been contacted by the Carrollton Bank as secured creditor for Eisner. The bank executed a commercial security agreement and UCC financing statements with Eisner for loans the bank had made to Eisner. Pursuant to the terms of those documents, all accounts receivable of Eisner, including those of Spirit Airlines, Inc., ("Spirit") are collateral securing the loan to the bank. Upon default of that loan which has occurred, those accounts receivable are fully collectable and payable to the bank as a secured creditor of Eisner,

Accordingly, our legal department is in the process of reconciling what Eisner alleges are the accounts receivable and what our records reflect in terms of what is due and owing to them. We will not be making any payments to the bank beyond the date it is determined that Eisner's services provided on behalf of Spirit Airlines, Inc.'s had ceased. I can assure you that Spirit will continue to make the appropriate payments to Siquis, our new agency of record as of November 13, 2006, for the fees incurred in connection with the services that you will be providing to Spirit.

If you want to contact counsel for the Carrollton Bank, please be advised of the following information:

Robert J. Parsons, II
Rogers, Moore and Rogers, LLP
Six South Calvert
Baltimore, MD 21202
(410) 727-4456
FAX (443) 524-0835

I trust the foregoing will allay any concerns that you may have concerning Spirit's obligations to Eisner. We look forward to continuing our business relationship with you.

If you have any questions, please feel free to contact me.

EXHIBIT D

Sincerely,

cc: John M. Willis
VP & Corporate Counsel

EXHIBIT

E